

AGREEMENT

regarding

THE TERMS AND CONDITIONS OF EMPLOYMENT

between

Mahwah Township  
THE BOARD OF EDUCATION

and

THE MAHWAH ASSOCIATION OF SCHOOL SERVICE PERSONNEL

of the

MAHWAH TOWNSHIP PUBLIC SCHOOLS

of

MAHWAH, NEW JERSEY

X Effective July 1, 1982 - June 30, 1984

## ARTICLE I

### RECOGNITION

The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective bargaining in any and all matters relating to terms and conditions of employment on behalf of any member of M.A.S.S.P. who is employed by the Board of Education as recognized in the Salary Guide of this Agreement.

Van drivers have exceptions listed in this Agreement in Appendix E.

## ARTICLE II

### NEGOTIATION PROCEDURE

The Board and the Association agree to negotiate a successor contract based on the law.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### Purpose

The purpose of this procedure shall be to secure at the lowest possible administrative level equitable solutions to problems which may from time to time arise affecting the welfare or working conditions of the employee from terms and conditions of employment. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure.

#### Definitions

1. Grievance - A "grievance" shall mean a complaint by a member of the bargaining unit that there has been to him a violation or misrepresentation of the terms and conditions of employment as provided in the Agreement. However, the term "grievance" shall not apply to any matter which is:
  - (a) a method of review as prescribed by law or State Board Rule having the force and effect of law, or
  - (b) the Board of Education is without authority to act
2. Aggrieved Person - An "aggrieved person" is defined as the person or persons making the claim and his or her representative.
3. Working Days - All time limits in the procedure are determined by "working days".

### General Provisions

1. Any unit member shall have the right to appeal the interpretation, application or violation of terms and conditions of this Agreement through the procedures outlined below.
2. With respect to his/her grievance, the aggrieved person shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. The aggrieved person shall have the right to representation of his/her own choosing, after first having discussed the grievance with his/her supervisor.
4. The aggrieved person shall have access to all written records within the unit member's official personal folder at the Board of Education office.

### Procedures

1. The number of days indicated at each level shall be considered as a maximum.
2. If the aggrieved person fails to meet the allotted time limits, then the grievance shall be deemed to be settled according to the status quo and no further objections shall be raised by the aggrieved party regarding the alleged grievous condition. If the party appealed to for determination of the grievance in Levels I, II or III below fails to respond within the specified time limits as described in this Agreement, then the grievance shall be deemed moved to the next level.
3. The time limits specified may, however, be extended by mutual agreement.

### Level I

The aggrieved person shall initially discuss his/her claim with his/her immediate supervisor within seven (7) working days of the alleged occurrence of misrepresentation with the objective of resolving the alleged grievance informally through discussion.

If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved within twenty (20) days of the alleged grievance, the aggrieved shall re-present his/her original claim, in writing, to his/her supervisor within seven (7) working days.

If the immediate supervisor communicates a decision to the aggrieved person, it shall be in writing within seven (7) working days of receipt of the formal grievance.

### Level II

In the event that the grievance remains unresolved or is not resolved to the satisfaction of the aggrieved person, he/she may, within ten (10) working days, submit the grievance and the decision to his/her next immediate supervisor or to the Superintendent of Schools, in writing.

The next immediate supervisor or the Superintendent shall, within ten (10) working days of receipt of the grievance, fix a time and place for a meeting with the aggrieved person. Said meeting is to take place no later than twenty (20) working days after receipt of the grievance.

If the next immediate supervisor or the Superintendent of Schools communicates a decision, it shall be in writing within seven (7) working days from said meeting date.

### Level III

In the event that the grievance is not resolved to the satisfaction of the aggrieved at either of the previous levels, he/she may within fourteen (14) working days submit his/her original grievance to the Board of Education. This application must include the results achieved at each previous level and the reason for the aggrieved person's dissatisfaction with the earlier determinations.

The Board of Education shall within fifteen (15) working days of receipt of the grievance, fix a time and place for a meeting with the aggrieved person. The meeting shall take place within twenty-one (21) days of receipt of the grievance.

The Board shall take such steps as it deems necessary and desirable to effect an equitable determination of the grievance. Such steps shall provide an opportunity for the aggrieved person and/or his/her representative and the concerned administrator/supervisor to be heard at a closed meeting. The Board will make known to the aggrieved person its decision in writing within thirty (30) days of the hearing.

#### Level IV

In the event the parties are unable to resolve the claim to the satisfaction of the aggrieved person after proceeding through the channels hereinbefore set forth, the grievance may be submitted by either party, within fourteen (14) working days from the receipt of the Board's decision, to arbitration.

Either party may request the Public Employment Relations Commission to select an arbitrator pursuant to its rules and procedures.

The arbitrator so selected shall confer with the aggrieved person and/or his/her representatives of the Board and take such steps as he/she may deem expedient to effect a voluntary resolution of the impasse. The decision of the arbitrator shall be made known in writing to both parties on completion of the hearings and shall be binding on both parties.

The costs for the services of the arbitrator, if any, shall be borne equally by the Board of Education and the aggrieved.

### ARTICLE IV

#### EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every unit member shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Each school building shall have a set of tools and tool box supplied by the Board. The Supervisor of Buildings and Grounds shall be responsible for the selection of these tools.

All personnel will be given an annual Tine Test by the school nurse. If an employee shows a positive reaction, he/she will be required to have a chest x-ray. An employee having a positive tuberculin reaction, followed by a negative chest x-ray, shall be required to have a physical examination each year prior to December first, stating that the employee is free of contagion. The cost of the required x-ray or physical examination will be borne by the Board of Education.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information that shall assist the Association in developing intelligent, accurate, informed and constructive programs, together with information which may be necessary for the Association to process any grievance or complaint.

## ARTICLE VI

### SALARY AND HOURS OF WORK

1. The salaries of all employees covered by this Agreement are set forth in Appendixes A and B.
2. The regular work week for full-time employees shall be forty (40) hours. Any employee contracted for less than forty (40) hours per week shall be considered a part-time employee. All hours over forty (40) hours in any week or eight (8) in one day shall be paid at the following rate:

Weekdays -  $1\frac{1}{2}$  x basic hourly rate  
Saturdays -  $1\frac{1}{2}$  x basic hourly rate  
Sundays - 2 x basic hourly rate  
Holidays - 2 x basic hourly rate

3. Ten-month employees shall be paid in twenty (20) equal semi-monthly installments.
4. Twelve-month employees shall be paid in twenty-four (24) semi-monthly installments.
5. Employees will be entitled to a pay differential as noted below if their assigned work schedule requires that they serve over one-half of their time on a differential shift.

Differential shift #1 - 3 p.m. - 11 p.m. - \$200.  
Differential shift #2 - 11 p.m. - 7 a.m. - \$325.

6. Where there is a shortage of manpower due to an emergency (snowstorm, boiler breakdown, flooding, etc.), employees shall be required to work overtime in order to complete the necessary work.
7. Where there is a shortage of manpower due to unfilled vacancies, the employees may volunteer for such overtime. The Supervisor of Buildings and Grounds will prepare a list of employees who wish to work overtime. No employee shall work a double shift without a break unless the employee so wishes.
8. It shall be clearly understood by both parties that the salary schedules (e.g., designated as Appendix A and included in this Agreement) do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause any and all employment, adjustment and merit increments.



9. Emergency Call Back Time: When an employee is required to return after his regular shift has ended and before his next shift has begun, he shall be guaranteed two and one-half (2½) hours as a minimum at the proper rate of pay, snow days not included.

## ARTICLE VII

### TRANSFER AND REASSIGNMENT

Employees desiring a change in employment shall make their request in writing to the Supervisor of Buildings and Grounds.

The unit member considered for involuntary transfer shall be given an opportunity to discuss the transfer with his/her immediate supervisor prior to the decision to transfer and, if he/she requests, with the Superintendent.

## ARTICLE VIII

### VACANCIES AND NEW POSITIONS

Notice of vacancies in unit positions shall be posted in all schools, in the maintenance garage and the custodial office of the high school cafeteria within ten (10) days of official Board action vacating a position or creating a new position within the school system.

Employees wishing to apply for a posted vacancy must do so within five (5) working days of such notice. Seniority will be considered when equal qualifications are presented. Final decision as determined by the Supervisor of Buildings and Grounds and agreed to by the Superintendent of Schools is subject to the approval of the Board of Education.

## ARTICLE IX

### FAIR DISMISSAL PROCEDURE

Unit members who are terminated shall be notified of the reason for the termination in accordance with the law.

## ARTICLE X

### SICK LEAVE

Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical authorities because of a contagious disease or because of a quarantine for such a disease in his/her immediate household.

All twelve-month employees shall be allowed sick leave with full pay for twelve (12) days in any year. Ten-month employees will be allowed ten (10) days' sick leave in any year.

Any employee wishing to know the number of accumulated sick leave days may request this information from the Supervisor of Buildings and Grounds during the first week of September. The Supervisor of Buildings and Grounds shall respond to the employee's request within five (5) days of such request.

Upon retirement or leaving the employment of the Mahwah Board of Education after three (3) years of continuous service, a twelve-month or ten-month employee shall receive reimbursement for unused sick days based on the following formula:

Number of days accumulated divided by three.  
This number multiplied by the daily rate of pay at the time of retirement or leaving the employment of the Board of Education.

A leave of absence without pay up to one year shall be granted for the purpose of caring for a sick member of the unit member's immediate family. Immediate family shall be defined as the employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.

## ARTICLE XI

### OTHER LEAVE

As of the beginning of the 1977 school, employees shall be entitled to the following temporary noncumulative leaves of absence with full pay each school year:

1. Up to three (3) days at any one time in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister. Employees shall be granted up to one(1) day in the event of death of any other member of his immediate household.
2. Each 12-month employee who has been employed at least six (6) months may be granted, with full pay, four (4) personal days for personal reasons, subject to the approval of the Supervisor of Buildings and Grounds. Each 10-month employee who has been employed at least six (6) months may be granted, with full pay, three(3) personal days for personal reasons, subject to the approval of the Supervisor of Buildings and Grounds. Employees shall be required to give their immediate supervisor at least three (3) days' notice except in an emergency. Reason for leave must be given.
3. No leave will be granted prior to or immediately following a vacation period or weekend without the express approval of the Assistant Superintendent after the specific reason is given in writing.

## ARTICLE XII

### INSURANCE PROTECTION

As of the beginning of the 1972-73 school year, the Board shall provide the health care insurance protection designated herein. The Board shall pay the full premium for each employee and his dependents under a Blue Cross-Blue Shield Plan. The Board shall also pay the full premium on a major medical plan and Rider J portion of the Blue Cross-Blue Shield Plan for the employee and his family. The Board shall pay the full premium on a dental plan for each employee and his/her dependents. The Board shall implement in 1982-83 a \$1.00 co-pay prescription plan for each employee and his/her dependents.

Each year the Board shall provide each employee with a \$5,000 double indemnity life insurance policy (beneficiary to be named by the employee).

## ARTICLE XIII

### EMPLOYEE IMPROVEMENT

Those employees who hold legitimate and certified boiler licenses shall receive a \$150 stipend each year. Employees must show proof of certification to the Superintendent before the stipend is granted.

ARTICLE XIV

THIS AGREEMENT IS MADE AND ENTERED INTO on this 16<sup>th</sup> day of September, 1982, by and between the MAHWAH BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the MAHWAH ASSOCIATION OF SCHOOL SERVICE PERSONNEL (hereinafter referred to as the "Association").

Mahwah Association of  
School Service Personnel

Mahwah Board of Education

By Franklin Stuart  
President

By Edward A. Saff  
President

9/16/82  
By James J. Wuester  
Secretary

By Charles E. Guter  
Secretary

Dated this 16<sup>th</sup> day of September, 1982.

## APPENDIX A

### MAINTENANCE SALARY GUIDE

	<u>1982-83</u>	<u>1983-84</u>
Step 1	\$10,492	\$11,152
Step 2	10,849	11,531
Step 3	11,218	11,923
Step 4	11,597	12,329
Step 5	11,969	12,745
Step 6	12,281	13,154

All personnel above the sixth step on the guide will receive a 9.75 percent increase in 1982-83 and a 9.4 percent increase in 1983-84.

### CUSTODIAL SALARY GUIDE

	<u>1982-83</u>	<u>1983-84</u>
Step 1	\$10,221	\$10,870
Step 2	10,562	11,233
Step 3	10,915	11,608
Step 4	11,311	11,996
Step 5	11,662	12,431
Step 6	11,953	12,817

All personnel above the sixth step on the guide will receive a 9.75 percent increase in 1982-83 and a 9.4 percent increase in 1983-84.

Van Drivers are to receive \$7.20 per hour for the 1982-83 school year and \$7.91 per hour for the 1983-84 school year.

## APPENDIX B

### ADDITIONAL STIPENDS FOR CUTODIANS AND FOREMEN

1. All schools shall have a head custodian.
2. Head custodians and foremen shall receive the following stipends:

	<u>82-83</u>	<u>83-84</u>
Betsy Ross	\$550.	\$600
Commodore Perry	550.	600.
George Washington	550.	600.
Joyce Kilmer	700.	750.
Ramapo Ridge	850.	900.
High School	1000.	1050.
Night Foreman	1000.	1050.
Maintenance Foreman	1200.	1250.

## APPENDIX C

### HOLIDAY SCHEDULE

All twelve-month employees shall have eleven (11) regular paid holidays. Ten-month unit members shall have ten (10) regular paid holidays. All regular holidays are to be determined by the Board of Education.

The holiday schedule for 1982-83 is set forth below. The holiday schedule for 1983-84 will be established by June 1, 1983.

		<u>1982-83</u>
Independence Day	1	Monday, July 5
Labor Day	1	Monday, September 6
Yom Kippur	1	Monday, September 27
Thanksgiving	2	Thursday, November 25 Friday, November 26
Christmas Holiday	1	Friday, December 24
New Year's Holiday	1	Friday, December 31
Lincoln's Birthday	1	Monday, February 14
Washington's Birthday	1	Monday, February 21
Good Friday	1	Friday, April 1
Memorial Day	<u>1</u>	Monday, May 30



## APPENDIX D

### VACATION SCHEDULE

The Supervisor of Buildings and Grounds shall ask all employees to submit their vacation requests no later than March 15. A vacation schedule will be prepared and distributed by the Supervisor of Buildings and Grounds by April first.

Employees with seniority shall be given preference regarding the vacation schedule. Those employees having four (4) weeks of vacation will only be permitted to use three (3) of them during July and August. However, the Supervisor of Buildings and Grounds, under unusual circumstances, may grant an employee a four (4) week vacation during July and August. Vacation days are noncumulative.

The following shall be the vacation schedule for 12-month employees:

After 6 months, one day for each month's service  
for months 6,7,8,9,10,11,12.

1 - 4 years	- 2 weeks
5 - 9 years	- 3 weeks
9+ years	- 4 weeks

Ten-month employees shall receive five (5) working days' vacation.

## APPENDIX E

### EXCEPTIONS FOR VAN DRIVERS

#### Insurance Protection

Van drivers shall receive a \$5 000 double indemnity life insurance policy (beneficiary to be named by the employee). This policy shall take effect on September 1, 1973.

#### Sick Leave

Van drivers (hourly) shall be allowed sick leave with full pay for one (1) day for each month of employment. Sick leave is cumulative effective July 1, 1979.

The holidays of July Fourth and Labor Day shall not apply to van drivers.